

Santiago Canyon College Academic Senate

8045 East Chapman
Orange, CA 92869

(714) 628-4831
FAX (714) 532-2055

SENATORS

Business and Career

Education

Deeley, Steve 2016
Salcido, Andrew 2017

Continuing Education (OEC)

Quimzon, Eden 2017

Counseling & Student Services

Aguilera, Leonor 2017
Baldizon-Rios, Nena 2016
Crabill, Phillip 2016

Humanities and Social Sciences

Cannon, Cari 2017
Howell, Scott 2016
Dela-Cusack, Lisa 2017
Reed, Stephen 2017
Umali Kopp, Christine 2016

Fine & Performing Arts and Communication

Womack, Melinda 2016

Library

Freidenrich, Leah 2016

Mathematics and Sciences

Bailey, Denise 2017
Cummins, Shawn 2016
Hovanitz, Eric 2016
Taylor, Mike 2017
Frost, Alicia 2017

Adjunct

Parent, Nancy 2016
Lorton, Melinda 2016

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Evelt, Corinna 2016

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DeCarbo, Michael 2016

Curriculum Chair

Wagner, Joyce 2016

Resolution S2016.11

Support for the Memorandum of Understanding between Santiago Canyon College and UNITY Middle College High School

Moved: Professor Bailey

Seconded: Professor DeCarbo

Whereas, Santiago Canyon College (SCC) is an innovative learning community dedicated to intellectual and personal growth, seeking to form pathways and relationships to secure the success of our students and our institution;

Whereas, Unity Middle College High School is a public charter high school providing students with an innovative dual enrollment opportunity at SCC to help with the intellectual and personal growth of our community; and

Whereas, The Academic Senate of Santiago Canyon College passed a resolution in support of a partnership with Unity Middle College High School;

Resolved, That the Academic Senate of Santiago Canyon College support the memorandum of understanding between Santiago Canyon College and UNITY Middle College High School to further the success of students in our community.

Date Presented: 3 May 2016

Date Approved: 17 May 2016

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing accessible, transferable, and engaging education to a diverse community. (Approved 9/10/13)

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 1st day of July, 2016, by and between the UNITY SCHOOLS SOCAL located at 671 North Poplar Street, Orange CA, 92868, hereinafter referred to as "UNITY", and the SANTIAGO CANYON COLLEGE, located at 8045 E Chapman Ave, Orange, CA 92869, hereinafter referred to as "SCC". They may also be referred to as "Party" or "Parties".

RECITALS:

WHEREAS, UNITY is a public charter high school and operating under public California Charter School Law, in the county of Orange, California; and

WHEREAS, SCC is a community college operating under Education Code section 70900 *et seq.*, in the county of Orange County, California; and

WHEREAS, UNITY and SCC desire to operate a middle college high school in the County of Orange, California; and

NOW, THEREFORE, UNITY and SCC mutually agree as follows:

1. Agreement Binding. This Agreement shall be binding upon signing Parties and their respective heirs, executors, administrators, successors and assigns.
2. Choice of Law. This Agreement shall be governed by and construed under California law. The laws of California shall prevail to the extent that there is any conflict between this agreement and any California law.
3. Program. UNITY will operate a middle college high school (hereinafter "MCHS") pursuant to Education Code sections 11300, 11301, and 76001 near and on the SCC campus.
4. Cooperation. The Parties hereby agree to cooperate in coordinating programs and activities in order to facilitate and promote UNITY's and SCC's operation of the MCHS.
5. School Size. The initial number of enrolled students in the MCHS for the 2016-2017 academic school year shall be a maximum of one hundred ten (110). The maximum number of students that may be enrolled at full capacity following the completion of the 2018-2019 academic school year shall be four hundred (400).
6. MCHS Commencement. The MCHS shall commence on July 1, 2016, with UNITY staff occupying the campus for professional developmental and planning.

7. Students.

- 7.1 Students enrolled in the MCHS shall be considered full-time high school students of UNITY and, to the extent that they enroll in community college course work, as special part-time community college students of SCC. MCHS students may take a maximum of 11 units of college course work per semester. MCHS students may not enroll in Honors classes unless they obtain prior approval from the high school administrator and the SCC Dean.
- 7.2 Student enrollment in the MCHS shall be subject to all relevant statutes and regulations of the state of California including, but not limited to, the provisions of the Education Code governing secondary students. As special part-time students of the college, MCHS students shall be assigned enrollment priority category B.

Students enrolled in the MCHS are exposed to an adult teaching and learning environment and may be exposed to course work at the college level that includes adult content. Consideration for the age and maturity of MCHS students will not be recognized by faculty or staff regarding college course content.

- 7.3 Per SB 379, 9th and 10th grade students enrolled in the MCHS shall take at least 80% of the annual high school instructional time in a fiscal year at the charter school site if participating in dual enrollment. MCHS students enrolled in grades 11 or 12 who are also dually enrollment at SCC or another college must attend the charter school for a minimum of 50% of the minimum number of minutes of instruction the charter school is required to offer in a fiscal year.
- 7.4 All students shall be screened by MCHS prior to enrollment in college coursework at SCC. MCHS counselors, teachers, and administrators participate in the identification, screening, and support of MCHS students enrolled in college courses each semester.

Each student and his or her parents or legal guardian shall sign a MCHS Student/Parent Handbook Agreement (Handbook) acknowledging their receipt of the Handbook and acceptance of the rules, standards, procedures, responsibilities, and expectations set forth by UNITY and SCC in the current year's Handbook before the student is enrolled in the MCHS.

- 7.5 New students enrolling in the MCHS shall participate in an orientation during the summer semester immediately preceding their first year in the MCHS.

7.6 Student discipline regarding matters directly related to MCHS students shall be primarily the responsibility of the UNITY. If a student violates the rules, regulations, or any provision of the current year's Handbook, the student will be subject to disciplinary action. In the event a MCHS student violates any of the SCC rules, regulations, or provisions of the Education Code governing student behavior and discipline, including suspension and expulsion, then SCC shall have, at its option, the right to assume responsibility of student discipline.

8. Personnel. When on the Santiago Canyon College campus, UNITY personnel shall be required to adhere to SCC's rules and regulations as well as the rules and regulations of UNITY. UNITY will be responsible to select high school administrator, teachers, counselors, and appropriate clerical staff, all of whom shall be employees of or contractors to UNITY. Staffing formula will be the responsibility of UNITY.

8.1 Administrator: The UNITY administrator will fulfill the job description for UNITY principal, including recruitment of new students, monitoring student progress towards high school graduation, and satisfying SCC's special part-time, dual high school enrollment regulations and requirements. Further the administrator will meet regularly with the assigned dean; will work cooperatively with SCC staff; and will follow SCC rules and regulations.

The SCC administrator will fulfill the job description for SCC administrator, including timely reporting of necessary SCC communications; monitoring student progress in SCC classes; and acting as liaison with the UNITY/SCC Middle College High School at Santiago Canyon College Campus. Further the SCC administrator will meet regularly with the assigned high school administrator and work cooperatively with UNITY staff and follow SCC rules and regulations.

8.2 Counselor: The UNITY counselor will fulfill the job description for UNITY counselor, including recruitment of new students; ensuring appropriate college class selection to meet SCC transfer requirements; meeting with parents and students on a regular basis; guiding students in college class selection to meet the UNITY graduation requirements; and satisfying SCC's special part-time concurrent, high school enrollment regulations and requirements. Further the counselor will work cooperatively with SCC staff and follow SCC rules and regulations.

The SCC counselor will fulfill the job description for SCC counselor; using reasonable care while recommending appropriate college class selection to meet SCC transfer requirements; meeting students as

requested; guiding students in college class selection to meet the SCC graduation requirements; and satisfying SCC's special part-time concurrent high school enrollment regulations and requirements. Further the counselor will work cooperatively with UNITY staff and follow SCC rules and regulations.

- 8.3 Teacher/Instructor: The UNITY teacher will fulfill the job description for UNITY teacher; follow California Education Codes and UNITY Board Policies. In addition, teachers will maintain cooperative relationships with SCC personnel and follow SCC rules and regulations. The SCC instructor will fulfill the job description for SCC instructor; follow California Education Codes and SCC Board Policy. In addition, instructors will maintain cooperative relationships with UNITY personnel and follow SCC rules and regulations.
- 8.4 UNITY and SCC share responsibility for evaluating the MCHS annually in order to make adjustments as necessary to ensure the viability of the MCHS.
- 8.5 Santiago Canyon College shall be responsible for the following:
 - 8.5.1 Assign a division dean (to be referred to as the SCC Dean for the purposes of this Agreement) to administer the college portion of the MCHS program and to act as a liaison with MCHS Administrator.
 - 8.5.2 Utilize existing college personnel to provide routine services and access equivalent to that provided to all students.
 - 8.5.3 Provide guidance and direction related to the college registration process for MCHS students.
 - 8.5.4 Maintain cordial and professional relationships with high school personnel.
 - 8.5.5 Provide unofficial college transcripts as timely as possible.
 - 8.5.6 Provide office and clerical space to support MCHS staff.
- 8.6 UNITY shall be responsible for the following:
 - 8.6.1 Obtain all required high school registration and immunization forms, as well as inter-district releases for approval of student enrollment.
 - 8.6.2 Ensure that all paperwork required for enrolling MCHS students in college courses is submitted to the SCC Dean for

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approval and then ensure that all required paperwork is submitted to the SCC Admissions Office.

8.6.3 Orient parents or guardians of all MCHS students regarding the requirements to enroll and succeed in college at SCC.

8.6.4 Meet on monthly basis with the SCC Dean, unless both Parties agree to waive meeting. As requested, provide written reports in SCC's format related to the academic progress of students including, but not limited to, probation and dismissal; problem attendance; behavioral incident reports; student infractions of college and district rules; and academic progress.

8.6.5 Provide the SCC Dean with the following information:

8.6.6 Copies of high school transcripts, standardized test scores, high school attendance record, and discipline record for prospective MCHS students upon request.

8.6.7 Copies of high school transcripts as student's progress through the MCHS.

8.6.8 Work cooperatively with the Dean to address complaints received from college personnel regarding the behavior of the MCHS students and alleged violations of college rules and policies involving use of college facilities, and the maintenance of appropriate noise levels so as not to disturb other classes and college business.

8.6.9 Cooperate with SCC Dean in preparing reports regarding the MCHS, when requested by SCC.

8.7.10 Have as its goal that high school students meet UNITY high school graduation requirements.

8.6.11 Extend an invitation through the SCC Dean to all faculty to participate in the student enrollment and curriculum development process to maximize the involvement of the college faculty in this process.

8.6.12 Notify the SCC Dean, at the beginning of the spring semester, of students who are scheduled to graduate from the MCHS at the end of the semester.

8.6.13 Provide counseling to ensure that high school students are aware of the proper combination of high school and college courses which should be selected to enable the students to receive a high school diploma.

transfer

8.6.14 Provide guidance to students in college course selection that will enable them to make progress toward a degree.

8.6.15 Limit students to a prescribed range of one to eleven units per semester of college coursework.

8.6.16 Order and administer all state and UNITY required exams, notify parents of results in a timely manner, and put forward remediation plans, when necessary, to address students academic needs.

8.6.17 Ensure that a certificated UNITY employee physically remains with the students during the entire class period in compliance with UNITY policy and the California Education Code.

8.6.18 Maintain cordial and professional relationships with college personnel.

8.6.19 Work collaboratively with the SCC Dean on updates and modifications to the Handbook and publish the Handbook not less frequently than annually, and provide a copy of the handbook to SCC not later than thirty (30) days after publication.

8.6.20 UNITY shall be the sole entity responsible for providing students* with a Free and Appropriate Public Education (FAPE) under IDEA. UNITY will fund any monetary individually student based accommodation needed for student access to SCC courses (I.e. personal care attendant or assistive technology device) in accordance to Section 504 or ADA. *Student/s is limited to those students who are dually enrolled in UNITY and SCC through UNITY's agreement.

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8.7 SCC (Santiago Canyon College) and UNITY shall jointly be responsible for the following:

8.7.1 Share responsibility for evaluating the MCHS mid-semester and at the conclusion of each semester in order to make adjustments as necessary to ensure the viability of the MCHS.

8.7.2 Re-evaluate students at the end of the semester when their records show that they have failed to maintain required levels of high school and college achievement.

8.7.3 Re-evaluate students at any point in the academic year when their records show that they have dropped out of (or have been dropped from lack of attendance) one or more of their classes, causing them to fall below the required minimum of four semester units of college coursework.

9. MCHS Funding. UNITY shall receive state average daily attendance funding as an alternative school based upon a SB 740 minimum instructional day. SCC shall receive any applicable funding for the community college classes attended by students over and above their minimum instructional day. UNITY and SCC shall not share any funding or revenue based upon student attendance at MCHS.
10. Insurance. UNITY and SCC shall each carry adequate property damage and public liability insurance to cover the areas and activities set forth in this agreement. Each Party shall furnish the other Party with a copy of its public liability insurance policy, naming the other Party as an additional insured. For the purposes of this agreement, either Party may furnish insurance through a joint powers insurance authority.
11. Notice. Any notice required or permitted under this agreement shall be deemed given when actually delivered or when deposited in the mail addressed as follows:

To UNITY: Dr. Erin Craig, Executive Director
Unity Schools SoCal
960 North Tustin Street #239
Orange, CA 92867

To SCC: Dr. John Weispfenning, President
Santiago Canyon College
8045 E Chapman Ave
Orange, CA 92869

12. Term of Agreement:

- 12.1 The term of this agreement shall be for a period of five (5) years, and then shall be automatically renewed for two (2) additional five-year periods unless either Party provides a notice of cancellation to the other Party no later than one (1) semester prior to the expiration of the initial five-year period, except as set forth in Paragraph 12.2 below.

12.2 In the event that the SCC provides notice of cancellation to the UNITY prior to the end of the initial five-year period, in order to allow all MCHS students the opportunity to graduate from the MCHS, this agreement shall phase out over a period of two additional years in a mutually agreed upon plan.

13. Arbitration. If the parties are unable to resolve any dispute of difference between the Parties within fourteen (14) days, or a longer period if both Parties agree in writing, the dispute or difference shall only be decided through binding arbitration in accordance with the current rules of the American Arbitration Association at the time of the dispute. No arbitration may include any person or Party other than UNITY, SCC, and any other person who is substantially involved in a common question of law or fact and whose presence is required to accord complete relief in the arbitration. The arbitrator's or arbitrators' award shall be final and judgment may be entered upon it in accordance with the applicable law in any court which has jurisdiction. A Party demanding arbitration shall file a demand notice with other Party and the American Arbitration Association within reasonable time. No Party may demand arbitration after the date that legal or equitable proceedings of such claim or dispute would be barred by the applicable statute of limitations.
26. Assignment. Neither Party shall sell, assign, or sublease its rights under this agreement without the prior written consent of the other Party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
27. Mutual Indemnification. Each Party agrees to hold harmless, defend and indemnify the other Party against all actions, claims or demands arising out of acts or omissions on the part of the indemnifying Party, except to the extent that such actions, claims or demands are the result of the acts or omissions of the other (non-indemnifying) Party.
28. Entire Agreement. This Agreement is fully integrated. UNITY and SCC intend this Agreement to be the final expression of their understanding with respect to the subject matter and as a complete and exclusive statement of the terms and conditions. This Agreement shall supersede all oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement.
29. Waiver and Severability Clause. One or more waivers of any term condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any provision of

this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

IN WITNESS WHEREOF, this agreement for affiliation and use of facilities is executed in duplicate as set forth below by the duly authorized representative of UNITY and SCC as of the date herein above written.